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CLERK U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES

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9 Attorneys for Plaintiffs

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA

12 ARMANDO VELASCO and
13 ANABEHT VELASCO,

14 Plaintiffs,

15 vs.

17 JPMORGAN CHASE BANK,
18 a New York Corporation;
19 JPMORGAN CHASE
20 CALIFORNIA
21 CORPORATION, a Delaware
22 corporation; QUALITY
23 LOAN SERVICE
24 CORPORATION, a California
25 corporation,
26
27
28

Defendants.

Case No. CV 11-6464-JFW (RZx)

(Hon. John F. Walter)

**FIRST SUPPLEMENTAL
COMPLAINT FOR:**

- (1) BREACH OF CONTRACT
- (2) ACCOUNTING
- (3) WRONGFUL FORECLOSURE
- (4) VIOLATIONS OF RESPA
- (5) NEGLIGENT INFLICTION OF
EMOTIONAL DISTRESS
- (6) INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS
- (7) VIOLATIONS OF THE CLRA

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiffs Armando and Anabeht Velasco, husband and wife, bring this case to prevent defendants bank and loan servicer from selling their home at a foreclosure sale, currently set for July 11, 2011. Plaintiffs Velasco entered into an agreement to modify their home loan through the Home Affordable Modification Program (HAMP), which the federal government has put in place to help homeowners preserve their homes. Plaintiffs have complied in full with every provision of their HAMP modified loan agreement with defendants. Nevertheless, defendants have proceeded to foreclose on plaintiffs' home, while continuing to accept full payments from plaintiffs under the HAMP agreement. Defendants' actions constitute a breach of the HAMP contract and a violation of other applicable state laws.

2. Defendants' disregard for plaintiffs' rights and their continuing threat to sell plaintiffs' home have caused them extreme mental and physical distress. Plaintiffs seek damages for defendants' wrongful actions, an accounting of all sums due under the HAMP contract and deed of trust, declaratory relief, and an injunction prohibiting defendants from foreclosing on their home and continuing to engage in unlawful conduct.

PARTIES

3. Plaintiff Armando Velasco is an individual and at all relevant times herein was a resident of the County of Los Angeles, State of California. Mr. Velasco suffered a stroke in 2009 and became very sensitive to stress. When subjected to stress, Mr. Velasco suffers severe headaches.

4. Plaintiff Anabeht Velasco is an individual and at all relevant times herein was a resident of the County of Los Angeles, State of California.

5. Plaintiffs are informed and believe and thereupon allege, defendant JPMorgan Chase Bank is a New York corporation doing business in the County of Los Angeles, State of California.

1 THE MACLAY RANCHO LOT COM N 41 29'03" W 509.75 FT
 2 AND N 48 30' E 540.67 FT FROM MOST S COR OF BLK 299 TH
 3 N 48 30' E 60 FT TH NW ON SW LINE OF REMICK AVE 135 FT
 4 TH W ON A CURVE CONCAVE TO S, IN THE CITY OF LOS
 5 ANGELES, COUNTY OF LOS ANGELES, STATE OF
 6 CALIFORNIA, AS PER MAP RECORDED IN BOOK 37, PAGE(S)
 7 5 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
 8 SAID COUNTY.

9 **FACTUAL ALLEGATIONS**

10 11. Plaintiffs have owned and lived in their Home for more than 12 years.

11 12. In or about December 2006, Plaintiffs refinanced their Home and
 12 executed a promissory note secured by a deed of trust against the property in the
 13 amount of \$500,000.00 (the "Loan").

14 13. Plaintiffs are informed and believe, and thereupon allege, that at some
 15 time thereafter, EMC Mortgage acquired the servicing rights to the Loan.
 16 Plaintiffs are informed and believe, and thereon allege that EMC Mortgage is a
 17 registered trade service mark of JPMorgan Chase & Co.; and that JPMorgan Chase
 18 Bank, N.A. services loans under the EMC Mortgage name.

19 14. Plaintiffs encountered some financial difficulties in 2008 and
 20 eventually were unable to make the monthly mortgage payments on time.

21 15. On or about January 2, 2009, Chase began foreclosure proceedings on
 22 plaintiffs' Home by causing to be recorded a Notice of Default.

23 16. Prior to January 2, 2009, plaintiffs contacted Chase to request a
 24 mortgage loan modification review. Despite plaintiffs' extraordinary efforts to
 25 work in good faith with Chase, Chase failed and refused to respond to plaintiffs'
 26 requests.

27 17. In or about October of 2008, plaintiffs contacted Neighborhood Legal
 28 Services of Los Angeles County, a private, non-profit law firm, to help seek a

1 mortgage modification review from Chase. After months of negotiations, on or
2 about February 27, 2009, Chase offered plaintiffs a Loan Modification Repayment
3 Agreement, which was accepted by plaintiffs to prevent foreclosure of their home.
4 Although plaintiffs fully performed under the agreement, on or about May 4, 2009
5 Chase filed and recorded a Notice of Trustee Sale scheduling a foreclosure auction
6 of plaintiffs' Home on May 20, 2009. Plaintiffs' counsel halted the impending sale
7 by providing Chase proof of plaintiffs' compliance with the Repayment
8 Agreement.

9 18. In or about March 2009, the Obama Administration implemented the
10 HAMP administered by the U.S. Treasury. Plaintiffs immediately requested a
11 HAMP modification review from Chase and on or about May 21, 2009, plaintiffs
12 accepted a Trial Period Plan (TPP) offer from Chase under HAMP. The TPP
13 required monthly payments of \$1710.58 starting June 2009. Plaintiffs fully
14 performed under the TPP by making monthly mortgage trial payments to Chase.

15 19. On or about November 11, 2009, despite plaintiffs' compliance with
16 the TPP, Chase served plaintiffs with a Notice of Trustee Sale and scheduled a
17 foreclosure auction of plaintiffs' Home on November 18, 2009. Again plaintiff's
18 counsel halted the impending sale by providing Chase proof of plaintiffs'
19 compliance with the TPP. During this time, plaintiff Armando Velasco suffered
20 severe stress such that he had to be hospitalized. That stress was a direct result of
21 Chase's unjustifiable actions placing plaintiffs' Home at risk of sale. Between
22 February 4, 2010 and July 2010, Chase failed and refused to approve a HAMP
23 mortgage loan modification without justification. Chase lost and/or misplaced
24 significant financial information and documentation provided by plaintiffs and
25 their counsel. On or about August 2, 2010, after months of negotiations with Chase,
26 plaintiffs again submitted to Chase another complete HAMP application with
27 supporting documentation.
28

1 20. On or about September 15, 2010, Chase re-commenced foreclosure
2 proceedings on plaintiffs' home by causing to be recorded a Notice of Default.

3 21. On or about November 15, 2010, Chase offered Plaintiffs a new TPP
4 under HAMP. The TPP required three monthly payments of \$1892.27. Under the
5 terms of the TPP, if plaintiffs made all three payments and qualified under the
6 HAMP guidelines, Chase would permanently modify the terms of their Loan.

7 22. Plaintiffs tendered and Chase accepted four monthly TPP payments for
8 the months of December 2010 through March 2011.

9 23. On or about March 22, 2011, Chase offered plaintiffs a permanent
10 HAMP modification.

11 24. Under the terms of the HAMP Contract, the Loan was permanently
12 modified as of April 1, 2011. The HAMP Contract established a new principal
13 balance and payment schedule and capitalized all past due amounts.

14 25. Prior to March 30, 2011, Chase procured a property insurance policy
15 "forced-placed insurance" on plaintiffs' Home. Plaintiffs have repeatedly
16 requested that Chase provide information on the entity providing that insurance. To
17 date, Chase has not responded to that request.

18 26. On or about March 30, 2011, plaintiffs signed the HAMP Contract and
19 returned it to Chase, via overnight United States Postal Service Express Mail,
20 enclosing a certified check representing the first mortgage payment due under the
21 HAMP contract. Defendants Chase accepted and acknowledged receipt of the
22 signed HAMP contract and April mortgage payment.

23 27. On or about April 28, 2011, plaintiffs sent Chase their May mortgage
24 payment, made payable by personal check, via overnight United States Postal
25 Service Express Mail. Defendants Chase accepted and acknowledged receipt of
26 the May mortgage payment.

27 28. On or about May 31, 2011, plaintiffs sent Chase their June mortgage
28 payment, made payable by personal check, via overnight Federal Express.

1 Defendants Chase accepted and acknowledged receipt of the June mortgage
2 payment.

3 29. On or about June 15, 2011, Chase caused to be recorded a Notice of
4 Trustee's Sale, which indicated its intent to sell plaintiffs' Home at a foreclosure
5 auction on July 11, 2011.

6 30. In June 2011, Defendants Chase returned to plaintiffs their personal
7 check representing the June 2011 mortgage payment claiming plaintiffs were
8 required to pay with certified funds, despite the fact that no provision of the
9 permanent HAMP Contract, or any other agreement between plaintiffs and Chase,
10 specifies that payments must be made in certified funds.

11 31. Throughout 2009 and up through the present, Chase's collection
12 department personnel have harassed plaintiffs with weekly phone calls seeking
13 alleged delinquent payments that had either been paid or were not due. Plaintiffs
14 have demanded Chase cease the harassment to no avail. Chase's loan modification
15 department personnel advised plaintiffs that they had no control over Chase's
16 collection department personnel, that the departments did not communicate with
17 one another and thus, Chase's loan modification department could do nothing to
18 prevent the ongoing "collection" phone calls. In addition, Chase advised plaintiffs
19 that despite plaintiffs' negotiations with Chase for a mortgage loan modification,
20 Chase would not halt foreclosure proceedings, thus subjecting plaintiffs to a "dual
21 tracking" system placing their Home at risk of a foreclosure auction sale.

22 32. On July 6, 2011, plaintiffs filed their initial complaint in this case.

23 33. In April 2012, plaintiff Armando Velasco went to a local branch of
24 Chase Bank to make his monthly mortgage payment as he did regularly. However,
25 on that occasion a representative of the bank rejected the payment and informed
26 Mr. Velasco that the account had been "red flagged." Plaintiffs' counsel
27 telephoned defendants' counsel to obtain an explanation, but was given none.
28

1 40. Venue is proper in the Central District of California under 28 U.S.C.
2 §1391(b)(2), because plaintiffs reside in this district, the events and omissions
3 giving rise to this claim occurred in this district, and the defendants conduct
4 business in this district.

5 **FIRST CLAIM FOR RELIEF**

6 **BREACH OF CONTRACT**

7 **(Against Chase Defendants)**

8 41. Plaintiffs incorporate each and every allegation above as if fully set
9 forth herein.

10 42. There was an offer and acceptance of the HAMP Contract by all
11 parties.

12 43. Plaintiffs gave consideration that was fair and reasonable and have
13 performed all conditions, covenants, and promises required under the HAMP
14 Contract.

15 44. Chase has breached the HAMP Contract by foreclosing on plaintiffs'
16 Home, including filing a Notice of Trustee's Sale and intending to sell the property
17 at auction on July 11, 2011.

18 45. These actions are unlawful, without justification and/or excuse, and
19 constitute a total and material breach of the HAMP Contract.

20 46. As a result of Chase's breach of the HAMP Contract, plaintiffs suffered
21 and will continue to suffer reasonable and foreseeable consequential damages
22 resulting from such breaches, including increased payments, deterrence from
23 seeking other remedies to address their default, unaffordable mortgage payments,
24 and other damages for breach of contract.

25 47. Plaintiffs have been damaged by Chase's breach of the HAMP Contract
26 in an amount to be proven at trial but no less than \$2,000,000 each.

1 48. Plaintiffs have no adequate remedy at law because the modification
2 described herein involves real property, and pursuant to Civil Code § 3387, money
3 damages are presumed inadequate for its breach.

4 49. Accordingly, Plaintiffs are entitled to specific performance of the
5 HAMP Contract by Chase, and to recover attorney's fees and costs pursuant to the
6 incorporated Loan documents described above.

7 **SECOND CLAIM FOR RELIEF**

8 **ACCOUNTING**

9 **(Against Chase Defendants)**

10 50. Plaintiffs incorporate each and every allegation above as if fully set
11 forth herein.

12 51. A dispute exists between plaintiffs and Chase concerning their
13 respective rights and duties pertaining to the trust deed and the alleged default in
14 trust deed payments. Plaintiffs contend that they have timely made all payments
15 due under the HAMP contract and deed of trust, while Chase contends that they
16 have failed to do so and that plaintiffs owe Chase fees, expenses, outstanding
17 principal and interest that plaintiffs dispute.

18 52. Chase has provided conflicting and inconsistent information about the
19 demands they are making under the trust deed. The HAMP Contract states that
20 after adding "unpaid and deferred interest, fees, escrow advances and other costs"
21 to the outstanding principal balance the modified principal balance as of the
22 modification effective date, April 1, 2011, is \$525,732.99. By contrast, the
23 Validation of Debt Notice, dated April 5, 2011 and mailed by Chase to plaintiffs,
24 states that the sum of the unpaid principal balance, escrow advances, fees and
25 advances and accrued interest is \$546,698.93. Without proper accounting by
26 Chase, plaintiffs do not know and cannot determine the amount of money they owe
27 Chase and the reasons those funds are due.
28

1 53. Chase should be ordered to provide a written accounting of all sums
2 due under the HAMP contract and deed of trust, an explanation of each amount
3 due, and an accounting of all sums paid from the inception of the loan to the
4 present.

5 **THIRD CLAIM FOR RELIEF**
6 **WRONGFUL FORECLOSURE**
7 **(Against All Defendants)**

8 54. Plaintiffs incorporate each and every allegation above as if fully set
9 forth herein.

10 55. Defendants' conduct in commencing foreclosure of the property is
11 improper and illegal in that plaintiffs have timely tendered all sums due under the
12 deed of trust and HAMP contract.

13 56. Defendants Chase and Quality Loan Service intend to sell and, unless
14 restrained, will sell plaintiffs' Home, to plaintiffs' great and irreparable harm in
15 that the property is Home to plaintiffs and two of their children and is their only
16 significant asset. Once the sale takes place, plaintiffs will have no right to redeem
17 the property and will therefore lose it.

18 57. The intended sale is wrongful and should be enjoined based on the facts
19 alleged herein. Plaintiffs have no other plain, speedy or adequate remedy and
20 injunctive relief is necessary and appropriate to prevent irreparable loss to
21 plaintiffs' interests.

22 58. An actual controversy exists between plaintiffs and defendants Chase
23 and Quality Loan Service concerning their respective rights and duties pertaining
24 to plaintiffs' Home and the alleged default. Plaintiffs contend that they have
25 timely made all payments due under the HAMP contract and deed of trust, and
26 defendants apparently contend that they have failed to do so and further, that
27 plaintiffs owe defendants fees, expenses, outstanding principal and accrued interest
28 that plaintiffs dispute.

1 59. Plaintiffs desire a judicial determination and declaration of plaintiffs'
2 and defendants' respective rights and duties under the HAMP contract and deed of
3 trust. Such a declaration is appropriate at this time so that plaintiffs may determine
4 their rights and duties before their Home is sold at a foreclosure sale.

5 60. As a direct and proximate result of Chase's conduct complained of
6 herein, plaintiffs have suffered and continue to suffer general damages, mental and
7 physical injuries, and economic loss, all to plaintiffs' general and special damages
8 in an amount to be proven at trial, but no less than \$2,000,000 per plaintiff.

9 61. Chase's conduct is malicious, fraudulent and oppressive and therefore
10 plaintiffs are entitled to punitive damages in an amount to be proven at trial.

11 62. Plaintiffs are entitled to reasonable attorney's fees pursuant to the Loan
12 documents described above.

13 **FOURTH CLAIM FOR RELIEF**

14 **REAL ESTATE SETTLEMENT PROCEDURES ACT**

15 **(Against Chase Defendants)**

16 63. Plaintiffs incorporate each and every allegation above as if fully set
17 forth herein.

18 64. Plaintiffs' attorney sent a letter to Chase on or about April 12, 2011,
19 that is a Qualified Written Request under the Real Estate Settlement Procedures
20 Act, 12 U.S.C. §1601 *et seq.* (RESPA).

21 65. Chase failed to make the necessary corrections to plaintiffs' account or
22 provide an explanation of why they contend the account is correct in their response
23 to plaintiffs' Qualified Written Request, in violation of 12 U.S.C. § 2605(e).

24 66. As a result of the foregoing violations, Chase is liable to plaintiffs for
25 actual damages, including general damages, mental and emotional distress,
26 physical distress, and economic loss as described herein, all to plaintiffs' general
27 and special damages in an amount to be proven at trial, but not less than
28 \$2,000,000 per plaintiff, pursuant to 12 U.S.C. § 2605(f)(1)(A).

1 67. As a result of the foregoing violations, Chase is liable to plaintiffs for
2 statutory damages in the amount of \$1,000 pursuant to 12 U.S.C. § 2605(f)(1)(B).

3 68. As a result of the foregoing violations, Chase is liable to plaintiffs for
4 costs and reasonable attorneys fees pursuant to 12 U.S.C. § 2605(f)(3).

5 **FIFTH CLAIM FOR RELIEF**

6 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

7 **(Against Chase Defendants)**

8 69. Plaintiffs incorporate each and every allegation above as if fully set
9 forth herein.

10 70. As a direct and proximate result of Chase's actions complained of
11 herein, plaintiffs have suffered and continue to suffer extreme mental and physical
12 distress.

13 71. Chase's actions complained up herein were done with negligence of the
14 extreme mental and physical distress which such action would cause plaintiffs.

15 72. As a result of the foregoing violations, Chase is liable to plaintiffs for
16 actual damages, including general damages, mental and emotional distress,
17 physical distress, and economic loss as described herein, all to plaintiffs' general
18 and special damages in an amount to be proven at trial, but not less than
19 \$2,000,000 per plaintiff.

20 **SIXTH CLAIM FOR RELIEF**

21 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

22 **(Against Chase Defendants)**

23 73. Plaintiffs incorporate each and every allegation above as if fully set
24 forth herein.

25 74. Chase's conduct (a) in moving forward with a foreclosure of plaintiffs'
26 Home after entering into a permanent HAMP contract with them, (b) in moving
27 forward with a foreclosure of plaintiffs' home and taking other collection actions
28 against plaintiffs when they had fully complied with other demands and

1 agreements of Chase, and (c) in knowingly and willfully providing an inaccurate
 2 Validation of Debt (VOD) statement that sought over \$20,000 more than was
 3 actually due from plaintiffs, and (d) in taking the actions described in paragraphs
 4 33 to 35 is extreme and outrageous conduct. Chase took these actions with the full
 5 knowledge that plaintiffs had a permanent HAMP contract with which they fully
 6 complied, that plaintiffs had fully complied with other demands and agreements of
 7 Chase, and with full knowledge that their VOD was inaccurate.

8 75. Chase took these actions with full knowledge that plaintiffs were
 9 suffering from various medical conditions and disabilities.

10 76. As a direct and proximate result of Chase's actions complained of
 11 herein, plaintiffs have suffered and continue to suffer extreme mental, emotional,
 12 and physical distress.

13 77. Chase's actions complained of herein were knowing, intentional and
 14 willful and were done with full knowledge, substantial certainty or reckless
 15 disregard for the extreme mental and physical distress that such action would cause
 16 plaintiffs.

17 78. As a result of the foregoing violations, Chase is liable to plaintiffs for
 18 actual damages, including general damages, mental and emotional distress,
 19 physical distress, and economic loss as described herein, all to plaintiffs' general
 20 and special damages in an amount to be proven at trial, but not less than
 21 \$2,000,000 per plaintiff.

22 79. Chase's conduct is malicious, fraudulent and oppressive and therefore
 23 plaintiffs are entitled to punitive damages in an amount to be proven at trial.

24 **SEVENTH CLAIM FOR RELIEF**

25 **CONSUMER LEGAL REMEDIES ACT**

26 **(Against Chase Defendants)**

27 80. Plaintiffs incorporate each and every allegation above as if fully set
 28 forth herein.

1 81. Chase's conduct violates the Consumers Legal Remedies Act, Civil
2 Code §1750 et seq. (CLRA). Such violations include, but are not limited to:

- 3 (a) Representing that a transaction confers or involves rights, remedies, or
4 obligations which it does not have or involve, or which are prohibited
5 by law, in violation of Civil Code § 1770(a)(14). Chase claims that
6 plaintiffs are in default of the HAMP agreement and deed of trust when
7 in fact plaintiffs are current on all payments and money due. In
8 addition, Chase claims that plaintiffs owe them various fees, expenses,
9 outstanding principal and accrued interest that plaintiffs do not owe
10 them;
- 11 (b) Inserting an unconscionable provision in the contract, in violation of
12 Civil Code § 1770(a)(19). Chase claims that the HAMP agreement and
13 deed of trust allow them to foreclose on plaintiffs' Home when in fact
14 plaintiffs are current on all payments and money due under the HAMP
15 contract and deed of trust. In addition, Chase claims that provisions of
16 the HAMP contract and deed of trust allow them to impose on plaintiffs
17 various fees, expenses, outstanding principal and accrued interest that
18 plaintiffs do not owe to Chase. These provisions are unconscionable
19 because they violate the letter and spirit of the HAMP contract and
20 deed of trust, which provide that plaintiffs are not in default of their
21 obligations if they timely make the payments plaintiffs have timely
22 made.

23 82. Plaintiffs have complied with all conditions precedent under the CLRA
24 to seek injunctive relief under the CRLA.

25 83. On information and belief, Chase has taken the same or similar actions
26 toward other homeowners whose loans Chase has been handling over the last three
27 years. Unless enjoined, Chase will continue to engage in these unlawful acts and
28 practices. Chase and their officers, agents and employees, and persons acting in

1 concert, collusion, or participation with them should be enjoined pursuant to Civil
2 Code § 1780(a)(2) and as otherwise allowed by law from employing any of the
3 unlawful conduct, methods, acts, or practices alleged herein or proven at trial.

4 84. As a result of the foregoing violations, Chase is liable to plaintiffs for
5 costs and reasonable attorneys fees pursuant to Civil Code § 1780(e) and as
6 otherwise allowed by law.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, plaintiff prays for judgment against defendants as follows:

9 **ON THE FIRST CAUSE OF ACTION**

10 1. That this court enter an order and judgment directing Chase to perform
11 all conditions, covenants, and promises required to be performed under the HAMP
12 Contract.

13 2. For general damages in an amount to be proven at trial but no less than
14 \$2,000,000 each.

15 3. For costs and reasonable attorneys fees pursuant to the Loan
16 documents.

17 **ON THE SECOND CAUSE OF ACTION**

18 1. For a written accounting of all sums due under the HAMP contract and
19 deed of trust, an explanation of each amount due, and an accounting of all sums
20 paid from the inception of the loan to the present.

21 **ON THE THIRD CAUSE OF ACTION**

22 1. That this court enter an order enjoining defendants from selling
23 Plaintiff's Home pursuant to the Notice of Trustee's Sale recorded on or about
24 June 15, 2011 or at any other time that plaintiffs are not in default of their loan or
25 the HAMP contract.

26 2. That this court determine and declare plaintiffs' and defendants'
27 respective rights and duties under the HAMP contract and deed of trust.
28

1 3. For general and special damages in an amount to be proven at trial, but
2 no less than \$2,000,000 per plaintiff.

3 4. For punitive damages according to proof.

4 **ON THE FOURTH CAUSE OF ACTION**

5 1. For general and special damages in an amount to be proven at trial, but
6 not less than \$2,000,000 per plaintiff, pursuant to 12 U.S.C. § 2605(f)(1)(A).

7 2. For statutory damages in the amount of \$1,000 pursuant to 12 U.S.C. §
8 2605(f)(1)(B).

9 3. For costs and reasonable attorneys fees pursuant to 12 U.S.C. §
10 2605(f)(3).

11 **ON THE FIFTH CAUSE OF ACTION**

12 1. For general and special damages in an amount to be proven at trial, but
13 not less than \$2,000,000 per plaintiff.

14 **ON THE SIXTH CAUSE OF ACTION**

15 1. For general and special damages in an amount to be proven at trial, but
16 not less than \$2,000,000 per plaintiff;

17 2. For punitive damages according to proof.

18 **ON THE SEVENTH CAUSE OF ACTION**

19 1. That this court enter an order enjoining defendants, pursuant to Civil
20 Code § 1780(a)(2) and as otherwise allowed by law, from employing any of the
21 unlawful conduct, methods, acts, or practices alleged herein or proven at trial.

22 2. For costs and reasonable attorneys fees pursuant to Civil Code §
23 1780(e) and as otherwise allowed by law.

24 ///

ON ALL CAUSES OF ACTION

1. For costs of suit herein;
2. For such other further relief as the court may deem just and proper.

NEIGHBORHOOD LEGAL SERVICES
OF LOS ANGELES COUNTY

Date: August 17, 2012

/s/ Antonio Hicks
Antonio Hicks
Attorneys for Plaintiffs

JURY DEMAND

Trial by jury of all issues is demanded.

NEIGHBORHOOD LEGAL SERVICES
OF LOS ANGELES COUNTY

Date: August 17, 2012

/s/ Antonio Hicks
Antonio Hicks
Attorneys for Plaintiffs